



Beach Park Community Consolidated District #3

Final Offer from the Board of Education

Negotiation Cost Summary Package

September 18, 2013

Introduction

The following offer is made pursuant to 115 ILCS 5/12 by the Board of Education of Beach Park Consolidated District #3 (Board) to the Beach Park Educators, IEA-NEA (BPEIEA).

Additional information is provided with this offer in order to assist the Illinois Educational Labor Relations Board (IELRB) and public in understanding the context in which this offer is made. The District believes that both parties have strived to reach agreement through the process of negotiations and the remaining issues may be settled by both parties being at the table, and continuing to bargain. The District continues to believe that the two sides are close enough through bargaining that an amicable agreement can be reached.

Negotiations History

The Contractual Agreement 2008 – 2013 expired on June 30, 2013. Consistent with applicable law, members of the BPEIEA have continued to receive the same salary and benefits as they did at the time the Agreement expired. Negotiations between the Board and the BPEIEA have been ongoing since February of 2013. In June 2013 the BPEIEA requested the assistance of a federal mediator from the Federal Mediation and Conciliation Service. The teams met on August 20, 2013 and September 18, 2013, exchanging language and financial proposals each time. Progress has been made toward an agreement since the initiation of negotiations. The Board and the BPEIEA have negotiated numerous tentative agreements to date. The most significant issues remaining are salary and retirement benefits.

Finances and Offer

The Board values the work done by the members of the teaching staff. It is incumbent upon the Board to seek a fair contract within the District's financial means to maximize the educational benefit to our students. We continue to strive to work together to provide an excellent education for our students while prudently managing tax dollars. However, due to loss in revenue in recent years and increased expenses, the District is currently facing a \$1.04 million deficit in the Education Fund which is the fund from which teacher salaries and benefits are paid. The District recently operated under a \$786,510 deficit in all funds for Fiscal Year 2013 and had to pass a deficit budget for the 2013-14 school year. This is the second year that a budget deficit was passed, leaving the District's Fund Balance dangerously low and causing it to be on the ISBE's Financial Watch List.

The causes of the deficit are due primarily to the significant drop in the equalized assessed value (EAV) of property within the District and the State of Illinois' inability to fully pay its categorical payments. The District's property values have dropped steadily since 2009, down a total of 27% over that time span. Due to the Property Tax Extension Limitation Law (PTELL), the District is dangerously close to reaching its maximum tax rates in many of the funds. If this were to happen, it would only worsen our ability to pay our obligations and keep our staffing patterns at an adequate level without increasing class size.

Under the previous contract, in order to attract and retain a well-qualified teaching staff, the goal was to align the teacher's salaries with the rest of the county. The Board feels that it succeeded and even exceeded this goal, as the District currently has one of the highest paying salary schedules in Lake County, but no longer the EAV to support it. The increases for the BPEIEA averaged 4.42% over the life of the contract with the ability to receive 4.65% to 7.50% with lane movement. During the same time period, the administrative increases averaged 2.68%. Anyone on the 6% retirement track was not included in the calculations.

Below is the salary schedule from the expiring contract which illustrates the raise percentages depending on a teacher's placement within the schedule. This schedule is used in the districts offer for increases and lane movement for the length of the contract.

		Salary Scale			2012-2013			
	Step	BA	BA12	BA24	MA	MA12	MA24	MA36
	C	37,730	39,522	41,498	44,611	46,685	48,856	51,128
		4.25 %	4.25 %	4.25 %	4.25 %	4.25 %	4.25 %	4.25 %
	D	39,334	41,202	43,262	46,507	48,669	50,932	53,301
		4.25 %	4.25 %	4.25 %	4.25 %	4.25 %	4.25 %	4.25 %
	E	41,005	42,953	45,101	48,483	50,738	53,097	55,566
		4.38 %	4.37 %	4.37 %	4.37 %	4.38 %	4.38 %	4.37 %
	F	42,799	44,832	47,074	50,604	52,958	55,420	57,997
		4.38 %	4.38 %	4.37 %	4.38 %	4.37 %	4.38 %	4.37 %
	G	44,672	46,794	49,133	52,818	55,274	57,845	60,534
		4.37 %	4.37 %	4.38 %	4.38 %	4.38 %	4.37 %	4.38 %
	H	46,626	48,841	51,283	55,129	57,693	60,375	63,183
		4.38 %	4.38 %	4.38 %	4.38 %	4.37 %	4.40 %	4.37 %
	I	48,666	50,978	53,527	57,541	60,217	63,032	65,947
		4.75 %	4.75 %	4.75 %	4.75 %	4.75 %	4.75 %	4.75 %
	J	50,978	53,399	56,069	60,274	63,077	66,026	69,080
		4.75 %	4.75 %	4.75 %	4.75 %	4.75 %	4.75 %	4.75 %
	K	53,399	55,936	58,732	63,137	66,073	69,162	72,361
		4.75 %	4.75 %	4.75 %	4.75 %	4.75 %	4.75 %	4.75 %
	L	55,936	58,593	61,522	66,136	69,212	72,447	75,798
		4.40 %	4.40 %	4.40 %	4.40 %	4.40 %	4.40 %	4.40 %
	M	58,397	61,171	64,229	69,046	72,257	75,635	79,133
		4.40 %	4.40 %	4.40 %	4.40 %	4.40 %	4.40 %	4.40 %
	N	60,966	63,862	67,055	72,084	75,436	78,963	82,615
		4.40 %	4.40 %	4.40 %	4.40 %	4.40 %	4.40 %	4.40 %
	O	63,649	66,672	70,006	75,256	78,755	82,437	86,250
		4.40 %	4.40 %	4.40 %	4.40 %	4.40 %	4.40 %	4.40 %
	P	66,449	69,606	73,086	78,567	82,221	86,065	90,045
		4.35 %	4.35 %	4.35 %	4.35 %	4.35 %	4.35 %	4.35 %
	Q	69,340	72,633	76,265	81,985	85,797	89,808	93,962
		4.35 %	4.35 %	4.35 %	4.35 %	4.35 %	4.35 %	4.35 %
	R	72,356	75,793	79,583	85,551	89,530	93,715	98,049
		4.35 %	4.35 %	4.35 %	4.35 %	4.35 %	4.35 %	4.35 %
	S	75,504	79,090	83,045	89,273	93,424	97,792	102,314
		4.35 %	4.35 %	4.35 %	4.35 %	4.35 %	4.35 %	4.35 %
	T	78,788	82,530	86,657	93,156	97,488	102,046	106,765
	AVG	4.426 %	4.426 %	4.427 %	4.426 %	4.426 %	4.428 %	4.426 %
Lane Movement %			4.75 %	5.00 %	7.50 %	4.65 %	4.65 %	4.65 %

The District's proposal includes that all teachers stay at their respective 2012-2013 salary step and receive an increase of 1.00% for the 2013-2014 school year and 1.75% for the 2014-2015 school year. The District agrees to lane movement allowing them the ability for larger salary increases through continuing education paid by the district. There will be no step movement allowed, only the increase mentioned above for the length of the contract. The Board's current offer provides the same insurance premium employee/employer splits which include district paid full single coverage for medical and dental, and \$300/yr. towards family coverage.

The cost summary for the salary increases as proposed:

SALARIES

2013-2014 at 1.00%	=	\$79,277
2014-2015 at 1.75%	=	<u>\$153,397</u>
Total 2 year salary cost		\$232,674

LANE MOVEMENT (\$3,230 Average Lane increase)

11 Staff Members	=	\$35,530
11 Staff Members	=	<u>\$35,530</u>
Total 2 year lane cost		\$71,060

Total cost of salary increases **\$303,734**

Excluded from the costs are the 24 individuals that are on a retirement track and receive a 6% increase in the final four years of employment executed under the terms of the expiring contract. The increased cost to the district for the retirees receiving this benefit is \$114,792 for the 2013-2014 school year and \$110,279 for the 2014-2015 school year.

It remains the District's desire to continue to meet at the negotiating table for resolution of these last remaining issues as soon as possible so we may once again be able to focus on the core mission that is shared by all parties of educating the children in safe, quality schools.

The Final Offer of the Board of Education (Board) is as follows:

1. Include all mutually-agreed upon typographical and non-substantive changes to the 2008-2013 Agreement.
2. Include all mutually-agreed upon Tentative Agreements (TAs) regarding language items reached throughout the current negotiations process. Copies are appended to the current document.
3. Include the following provisions. (Note: each section heading refers to the same section in the expired Contractual Agreement)

Article XIII (A) - Salary and Fringe Benefits

The Board is proposing to revise the following:

- ~~1. The salary shall be paid pursuant to appendices A, B, and C. Appendix A shall be in effect for the 2008-2009, 2009-2010, and 2010-2011 school year. Appendix B shall be in effect for the 2011-2012 school year. Appendix C shall be in effect for the 2012-2013 school year. Teachers shall move down one step annually on each Appendix schedule. Additionally, Teachers may move across lanes as appropriate after completion of approved coursework.~~

Replace with:

1. *All teachers shall stay at their 2012-2013 step for the length of this contract, and shall be increased by 1.00 % for 2013-2014 school year, and increased 1.75% for the 2014-2015 school year. All new hires shall remain at their salary for the first year.*

Revise:

2. Undergraduate classes and graduate classes will be subject to tuition reimbursement and lane movement if the class is beneficial to the classroom Teacher in his/her position, or if the state accepts the class for certification, (e.g. a third grade Teacher taking classes for Early Childhood) **and is in accordance with Article XIII, paragraph F, below.** Final approval rests with the Superintendent.

Article XIV – Retirement

Replace and revise as follows:

1. Retirement Incentives

If a Teacher **will have ten years creditable service with Beach Park Community Consolidated School District on the date of his/her retirement and** gives irrevocable notice of retirement prior to May 15 of the fifth year before retirement, that Teacher shall be guaranteed a salary increase of **5% (five percent) if notice is given in school year 2013-2014 and 4% (four percent) if notice is given in school year 2014-2015** for each of their final four years of service. ~~using as the initial basis for calculation his/her salary in the fifth year prior to retirement.~~

If a teacher has TRS creditable earnings in addition to the teacher's base salary (i.e. his/her placement on the salary schedule), the teacher shall receive ~~a six percent (6%) increase per year~~ **a 5% (five percent) increase if notice is given in school year 2013-2014 and 4% (four percent) if notice is given in school year 2014-2015 increase over the prevailing rate for that year** on those additional TRS creditable earnings as long as the teacher continues to perform the same or similar extra duties.

If however, a teacher had TRS creditable earnings in addition to the teacher's base (e.g., a coaching or extra-curricular stipend or monetarily equivalent stipend) and the teacher does not continue to perform the same extra duties for the following school year, the teacher shall receive a **5% (five percent) increase if notice is given in school year 2013-2014, and 4% (four percent) if notice is given in school year 2014-2015 above their existing salary for that step and lane** ~~that is six percent (6%) above the teacher's earnings~~ based only on the teacher's placement on the salary schedule in the upcoming school year and any extra duties and extracurricular assignments that the Teacher continues to perform.

No Teacher will earn in excess of six percent (6%) over ~~last the preceding~~ **the preceding** year's creditable earnings during the last four (4) years prior to retirement **including stipends and all other extra-curricular pay. If the State of Illinois changes the 6% limitation on earnings for the last four years of employment, this contract shall be automatically adjusted to be in compliance.**

(See Chart for Explanation, next page)

The Board will pay the District's contribution of the TRS Early Retirement Option. **Only persons who have worked for the district for at least fifteen years at the time of their retirement will be eligible for ERO.** The employee will be responsible to pay the employee's contribution of the TRS Early Retirement Option.

Sick Leave bonus: A teacher who will be retiring may elect to redeem excess sick leave days over one hundred seventy (170) days at the rate of Sixty Dollars (\$60.00) per unused sick day up to one hundred (100) sick days. Said excess sick days must have been earned while working for School District #3 (days in excess of 170 days). The bonus will be paid after the last work day and after the teacher has received his/her final check.

Any Teacher providing irrevocable notice of retirement prior to May 15 of the fifth year before retirement shall be granted **150** sick days.

2. Retirement Health Insurance

Upon retirement the Board shall pay seventeen hundred fifty dollars (\$1750.00) ~~to~~ each year for health insurance until Medicare eligible **to each individual retiring teacher who has been employed by the District for at least ten years.**

Items Tentatively Agreed Upon:

Article XIII Salary and Fringe Benefits

Replace and revise as follows:

(TA 5/08/2013)

B. Insurance

5. Any employee employed on or before May 31, 2002, who does not elect to receive medical insurance may receive additional compensation of ~~75% (seventy five percent) of the price of the individual health plan per school year based on the lesser value of the HMO or PPO plan, but shall be no less than 2004-2005 school year~~ **of \$4599 for the length of this contract.** The *pro rata* amount shall be sent by check or direct deposit each pay period. These checks or direct deposits shall be transmitted or mailed at the time salary checks are prepared. Said employee shall continue to be eligible for such additional compensation until such time as said employee may elect medical insurance. Upon the election of such additional insurance, said employee shall no longer be eligible for such additional compensation. Any employee employed on or before May 31, 2002, who is currently receiving medical insurance, shall not be eligible to receive said additional compensation under this section.

Any employee employed after June 1, 2002, shall not be eligible for the above-described additional compensation; instead, such employee may elect to receive medical insurance as described in Article XII.E.

All employees will continue to have life insurance benefits. The Board shall institute a Section 125 plan for all interested employees for the purpose of tax sheltering (1) health premiums, (2) unreimbursed medical expenses, and (3) child care expenses.

Annuity and 125 Plan providers shall satisfy all requirements of the I.R.S. Code, Provision 125, as amended, or any equivalent subsequent enactment, including but not limited to the following:

- a. All plan participants are District employees.
- b. An election to participate is irrevocable, except as permitted by law.
- c. The plan in writing, contains at a minimum:
 - (1) a description of each plan benefit including the periods during which the benefits are provided;
 - (2) participant eligibility rules;
 - (3) benefit election procedures;
 - (4) the manner of contribution;
 - (5) the maximum employee contribution; and
 - (6) the year on which the plan operates.
- d. A summary plan description and benefits statement is provided to each participant annually.

E. ~~Extra Duty Pay~~ Extra Curricular Stipends

Extra Curricular stipends are defined as those regularly scheduled activities performed after school (*viz.* sports, clubs, etc.) or during school hours in addition to regular teaching activities (*viz.* coordinators, teacher technologists). Stipends amounts are based on the estimated hours performed per year up to, and not to exceed a certain dollar amount. The total amount for the length of this contract shall be the same amount as for the 2012-2013 academic year. Stipends will be monitored by the Athletic Director as part of his/her responsibilities and report hours to the Payroll Office as needed.

The following types of positions are eligible for extra-curricular pay:

- Interscholastic Sports
- Intramural Sports
- After School Clubs
- Chairpersons/coordinators/ Directors of committees or activities
- Discipline Committee Member
- Mentors
- Team Leaders
- Teacher Technologists

~~Existing extra-curricular positions~~ Stipends will be frozen at the 2012-2013 level ~~increase in pay by 5% per-year for the length of the contract~~ 2013-2014 and 2014-2015 provided that the duties of the position remain the same from year to year. It is recognized that the specific list of extra-curricular duties ~~stipends will change yearly. The current list is always available in the payroll/human resources office. Positions that are no longer in use will be dropped from the list. Positions that have experienced a significant change in duties and hours will be adjusted accordingly.~~

At the beginning each academic year, and more often as needed, the Athletic Director, Union Officer (or designee), Middle School Principal, Director of Business, Payroll Coordinator and Superintendent shall meet to discuss the stipend list, add additional or delete stipends as required, and make necessary adjustments to stipends.

The Athletic Director(s) will coordinate the Interscholastic and Intramural Sports programs at the middle school. They will record hours to insure that positions are adequately covered ~~and report the hours to the payroll/human resources office.~~ All other extra-curricular duties will be monitored by the respective Directors or Principals in charge, who will monitor duties and hours.

It is not assumed that a person holding an extra-curricular position for one year will automatically hold that position for ensuing years. Principals and Directors shall evaluate each extra-curricular position on an annual basis. Upon their recommendation incumbents may or may not be asked to perform an extra-curricular position each year. Dismissals must be justified and after a reasonable remediation period, such discharge would be agreed jointly by the Athletic Director(s), Principal, and Superintendent.

~~Dismissals must be justified and after a reasonable remediation period, such discharge would be agreed jointly by Athletic Director(s), Principal, and Superintendant.~~

~~New extra-curricular duties and positions must be approved by the Principal/Director and will be paid according to an estimate of the number of hours required for the duty, times the extra duty pay for the current year. Example: an after school club that requires 20 extra-curricular hour (20 weeks times one hour a week) for the 2008-2009 school year would be paid \$27 per hour for a total of \$540.~~

Article XVI – Duration/Effect/Savings

Replace and revise as follows:

(TA 5/08/2013)

E. Duration

The terms of this Agreement shall be effective on July 1, ~~2008~~ **2013** and continue in effect until 1:59 p.m. on June 30, ~~2013~~ **2015**.

Article XIII – Salary and Fringe Benefits

Replace as follows:

(TA 4/10/2013)

A. Salary

6. Workshops/Seminar Study – A workshop or seminar is defined as a session or series of sessions intensively devoted to studying a specific topic. One (1) graduate credit hour towards the salary schedule shall be given for every fifteen (15) hours of approved workshop time. Credit for workshop attendance shall be cumulative as it is for graduate credit. Only workshops attended off campus and not during the normal school day shall be counted towards movement on the salary scale. Credit for in house workshops shall be applicable toward state professional development requirements, but will not be considered applicable to movement on the salary scale.

F. Tuition Reimbursement

The Board shall reimburse a percentage of the cost of tuition to tenured Teachers and Teachers in their third and fourth years of teaching who enroll in graduate classes leading to a Master's degree, provided that the Superintendent has preapproved said classes or program. **Each teacher shall be granted tuition reimbursement at the rate set below, not to exceed 36 graduate credit hours in a recognized master's program. If a teacher has received tuition reimbursement from the district prior to the start of this agreement, that number of credit hours shall apply to the 36 hour maximum. Teachers currently enrolled in an approved Master's program shall be reimbursed accordingly through completion of the master's program even if it exceeds 36 hours.**

Individual **university/college** classes **approved by the superintendent or designee** will be subject to tuition reimbursement and lane movement if the class is beneficial to the classroom Teacher in his/her position, ~~or if the state accepts the class for licensure/certification~~ **and falls within the 36 hour maximum.** Final approval rests with the Superintendent.

The **tuition** reimbursement rate shall be fifty percent (50%) of the current tuition rate for Northern Illinois University for courses leading to a Master's degree or beyond from an accredited traditional, cohort or on-line program, not to exceed the full cost of the course(s).

Reimbursement shall be made upon presentation for proof of payment and receipt of a grade, in writing, and/or an official transcript. Tuition shall be reimbursed to the Teacher following the June Board meeting (second Monday in June).

Once a teacher declares his/her intent to retire, no reimbursement for tuition shall be made by the district. The only workshops for which reimbursement shall be made will be those that the district asks the teacher to attend.

G. Compensation for In-House Substitutes

The Board agrees to ~~pay \$27.00 per hour 2008-2009 school year and \$1 (one) per hour additional for each additional year of the contract~~ **\$31 per hour for the length of this agreement** for covering another Teacher's class, or for covering the Teacher's own class in the event that a Teacher of a special such as the librarian, music or P.E. is absent, during one's planning period as ~~assigned~~ **requested** by the building administrator.

The Board also agrees to pay \$31 per hour (in increments of ¼ hour) for the length of this agreement for any additional time requested of the teacher by the principal or district that is outside the normal teaching day, or infringes upon the teacher's planning time.

It is the intent that no Teacher should be asked to combine classes except in the event of an extreme emergency. The Board agrees to pay ~~the in-house substitute rate~~ **\$31 per hour** for covering another Teacher's entire class in combination with one's own class **for the length of this agreement**. If a Teacher covers a percentage of an additional class, the Teacher shall be compensated for covering that percentage of the additional class. Example: If a Teacher covers 50% of an additional class, that Teacher shall receive 50% of the prevailing compensation rate. The request shall be signed by the Principal or Supervisor and the Teacher prior to implementation.

Article XII – Vacancy, Transfer, and Notification

Replace and revise as follows:

(TA 4/10/2013)

J. ~~Extra Duty~~ Extra-curricular positions

~~Extra duty openings~~ **Extra-Curricular positions** shall be posted as they occur. Posting shall be for at least five (5) days. Certificated employees shall be given preference over non-certificated employees and non-employees for such duties.

Letter of Understanding

Personal Plan Time

(TA 4/10/2013)

This LETTER OF UNDERSTANDING is made and entered into in the dates indicated below by and between the Beach Park Educators, IEA-NEA (Union) and THE BOARD OF EDUCATION OF BEACH PARK SCHOOL DISTRICTS #3 (Board) Lake County, Illinois.

- (I) The middle school teachers shall have no less than one daily duty free and uninterrupted class period for personal planning with a minimum of 275 minutes per 5-day work week, not including lunch.
- (II) The middle school teachers daily or weekly plan time shall not include more than a total of 10 minutes of before and after school time.
- (III) The elementary school teachers shall have no less than 25 minutes of duty free and uninterrupted time for personal planning with a minimum of 275 minutes per 5-day work week, not including lunch and before or after school times
- (IV) This letter of understanding shall be limited to the 2013-2014 school year whereupon the need for the 10 minutes of prep time referenced in (II) shall be reviewed by both the District and Association, and a new Letter of Understanding drafted and approved.

This will be agreed to before contract ratification to allow for the creation on the middle school schedule for the 2013-2014 school year.

This will replace the current language in ARTICLE VI Section B (page 10) of the current contract;

B. Preparation Time

Each teacher will have no less than twenty-five (25) consecutive minutes of daily planning time with a minimum of 275 minutes planning time per 5-day work week, not including lunch and before or after school times.

Article IV – Grievance Procedures

Replace and revise as follows:

(TA 3/06/2013)

GRIEVANCE PROCEDURES

No grievance may be submitted to arbitration without the consent of the Beach Park Educators.

- A. A grievance is any claim by a Teacher or group of Teachers that there has been a violation of the terms of this agreement.
1. Days are school days. If the final day of any time limit falls on a school holiday, then the time limit will be extended to include the next school day. If a grievance is submitted fewer than ten (10) days before the close of the school year, then time limits shall consist of all week days (excluding Saturdays and Sundays).
- B. The parties hereto acknowledge that it is usually more desirable for a Teacher and the Teacher's immediately involved supervisor to resolve problems through free and informal communications. When requested by the Teacher, a witness may accompany the Teacher to assist in the formal resolution of the grievance. If, however, the informal process fails to satisfy the Teacher, a grievance **on his/her behalf** may be processed as follows:

1. ~~Step 1.~~

~~Within fifteen (15) days of the date that a Teacher knew or should have known upon reasonable inquiry of the facts giving rise to a grievance, the Teacher shall orally present the grievance to his or her immediate supervisor. The supervisor shall respond orally within ten (10) days after the grievance is presented. When requested by the Teacher, a witness may accompany the Teacher to assist in the informal resolution of the grievance.~~

1. Step 2 1.

~~Within fifteen (15) days of the oral response or the last day when the oral response should have been provided to the Teacher at Step 1.,~~ **Within fifteen (15) days of the date that a teacher knew or should have known upon reasonable inquiry of the facts giving rise to a grievance,** the Teacher shall present the grievance in writing to the supervisor immediately involved, who will arrange for a meeting to take place within ten (10) days; within ten (10) days of the meeting the Teacher and the Beach Park Educators (The Association) shall be provided with the supervisor's written response, with reasons for the decision.

2. Step 3 2.

If the grievance is not resolved at Step 2 1, then the Teacher or the Association may refer the grievance to the Superintendent within ten (10) days after the receipt of the Step 2-1 answer. The Superintendent shall arrange for a meeting with the Teacher and/or a representative of the Association to take place within ten (10) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as are necessary to develop facts to the grievance. Upon conclusion of the meeting, the Superintendent shall have ten (10) days in which to provide his/her written decision with reasons to the Association and the Teacher.

3. Step 3.

If the grievance is not resolved at step 2, then the Teacher or Association may refer the grievance to the Board of Education by filing a written appeal within ten (10) days after

receiving the decision of the Superintendent. The Board of Education shall conduct an oral hearing regarding the grievance within thirty (30) days upon receipt of the written appeal. The board shall render its decision with the supporting reasons to the Teacher and Association within five (5) days after the meeting at which the grievance is considered.

4. Step 4.

If the Association is not satisfied with the disposition of the grievance at Step 3, or the time limits expire without issuance of the ~~Superintendent's~~ **Board's** written reply, the Association may submit the grievance to binding arbitration, and the American Arbitration Association (AAA) shall act as administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date of Step 3, then the grievance shall be deemed withdrawn.

- (a) Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
 - (b) The arbitrator shall have no power to alter the terms of this agreement.
 - (c) The arbitrator is empowered to include any award such as financial reimbursements or any lawful remedies.
 - (d) Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.
 - (e) If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two (2) shall be divided equally between the parties. The cost of an arbitrator's transcript shall be divided equally between the parties.
- C.** If the Association and the Superintendent agree, Step 1, Step 2, and/or Step 3. of the grievance procedure may be bypassed and the grievance brought directly to the next step.
- D.** Class grievances involving one or more Teachers from different buildings or one or more supervisors, and grievances involving administrators above the building level, may be initially filed by the Association at Step ~~3~~ **2**.
- E.** The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance which has been formally presented at any level, and no Teacher shall be required to discuss any grievance if the Association's representative is not present.
- F.** The Board and administration shall cooperate with the Association in its investigation of any grievance, and further, each party shall furnish the other pertinent information requested for the processing of any grievance. It shall be reasonably available.
- G.** No reprisals of any kind shall be taken by the Board or administration against any person because of his/her participation in this grievance procedure.
- H.** Should the processing of any grievance require that a Teacher or an Association representative be released, they shall be released without loss of pay or benefits.
- I.** A grievance may be withdrawn at any level without establishing precedent, but if withdrawn, shall be treated as though it had never been filed.
- J.** If the answer to a grievance is not received within the prescribed time limit, the grievant or the Association shall have the right to appeal it to the next step.

Article VI – Working Conditions

Replace and revise as follows:

(TA 3/06/2013)

G. Traveling Teachers

‘Traveling Teachers’ are teachers assigned to work at more than one school. All traveling teachers shall be assigned to a home school for purposes of mail pickup and evaluations. Traveling teachers shall attend staff meetings that occur **at their home school** during their normal assigned building times. Traveling teachers shall have the same ~~normal work day~~ **student instructional time (6 hours and 25 minutes)** as other teachers, including a duty-free lunch. Traveling teachers must attend **required staff events at the teacher’s home school. A teacher’s travel time cannot be considered part of his/her personal plan time.** ~~Open House and other school events at each school to which the traveling teacher is assigned.~~ Traveling teachers ~~DEEP and Early Childhood teachers’~~ travel shall be reimbursed at the IRS rate per mile effective July 1.

Article VIII – Leaves

Replace and revise as follows:

(TA 2/20/2013)

B. Personal Leave

The parties agree that at the beginning of each school year, each Teacher shall be credited with three (3) days to be used for personal business. ~~Personal leave in excess of three (3) consecutive days must be approved by the Superintendent.~~ A personal day shall be used for any purpose at the discretion of the employee. An employee planning on using a personal business leave day or days shall give notification at least one (1) day in advance, except in cases of emergency. Unused personal days ~~may accumulate to a maximum of six (6) days, beyond which they~~ shall convert to sick days **at the end of each school year beginning with the 2012-2013 school year.**

C. Other Leave

1. Courtesy Days

Five ~~(5)~~ **Three (3)** Courtesy Days per incident will be granted when death occurs in the immediate family of a Teacher. Courtesy Days for deaths outside the immediate family shall be granted at the discretion of the Superintendent or designee, and shall not be deducted from regular sick leave. The immediate family for purposes of this section shall include: parents, spouse, brothers, sisters, children, grandparents, domestic partners, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, or those persons for whom the employee is the legal guardian.

Courtesy days need not be used consecutively.